

**Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)**

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: OC-000740

2. Approved Service Order No. 001

3. Consultant's Name: True North Research Inc.

4. Project Name: Ballot Measure Polling ("Project")

5. Project Location: Remote

6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	320,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	67,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	253,000

d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 001 Appn: 3657 Vis: 001-41-009778 Amount: \$ 67,000


 ×
 Khanh Do-Nguyen (12/6/2021)
 Email: khanh.do-nguyen@sanjoseca.gov

Authorized Signature: _____

Date: _____



Anna Szabo (12/6/2021)
 Email: anna.szabo@sanjoseca.gov

8. Division Analyst Approval: _____ **Date:** _____

9. Consultant Approval:
Date: _____


 × Timothy McLarney
 mclarney@tn-research.com (12/6/2021)
 Email: mclarney@tn-research.com

10. Approval as to Form (City Attorney):

Service Order Form Approved by the Office of the City Attorney
 (Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: _____ **Date:** _____
 (Sr.) Deputy City Attorney

Master Agreement AC No.: OC-000740
Consultant: True North Research Inc.
Service Order No.: SO #1


Sarah Zarate (12/8/2021)
Email: sarah.zarate@sanjoseca.gov

11. City Director Approval:

Date: _____

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: Assist the City with designing, administering, and reporting on ballot measure polling to evaluate community opinion on a wide variety of topics.

Task No. 1: Kickoff Meetings and Background Research

- A. Services:** Meet with CMO project team to clarify any questions about the proposed methodology, ask questions of City staff, and identify changes to the methodology (as proposed) that may better serve the City's interests. Ensure agreement on study details, identify areas that need further clarification, share materials, and establish a more detailed work plan for the project.

Consultant will review relevant background documents including any relevant past surveys, City working materials, and/or potential ballot language.

- B. Deliverable:** Consultant will provide background research materials.

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: ____ December 31, 2021 _____.
- On or before ____ Business Days from _____.

Task No. 2: Questionnaire Design (two surveys testing four potential ballot measures)

- A. Services:** Design and revise (as needed) the questionnaires, including obtaining legal review/approval on ballot language.

- B. Deliverable:** Two ballot measure surveys, each using a split sample. These surveys will test projects/services, arguments pro/con, tax rate options, etc. There would be no overlap between the two surveys in terms of respondents, allowing for a clean read on voter support for each of the four measures being considered.

Sample Size: 1,600 total. Each survey would be approximately 15 minutes in length.

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: ____ December 31, 2021 _____.
- On or before ____ Business Days from _____.[Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 3: Language Translation, Programming & Testing

A. Services: Consultant will pre-test internally and with at least 20 San José residents prior to actually fielding the survey to ensure that respondents can easily understand the point of each question, the response options match what respondents want to answer, the skip patterns and CATI logic are correct, etc. After any final adjustments are made in consultation with the City, the surveys will be programmed for both telephone (CATI) and online data collection and professionally translated into Spanish, Vietnamese, and Chinese (Cantonese & Mandarin/Traditional & Simplified) along with the invitations.

B. Deliverable: A final tested and translated survey instrument.

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

On or before the following date: December 31, 2021

On or before Business Days from

[Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 4: Data Collection, Data Processing, Topline Summaries, and Final Reports

A. Services: Consultant will use a mixed-method approach and four-pronged recruiting method, and sample will be representative of the City's demographics. Once the interviews are complete, Consultant will process the data: checking the data for errors or inconsistencies, coding and recoding responses, categorizing open-end responses, weighting, and preparing frequency analyses and cross-tabulations. Consultant will then analyze the results and prepare an initial Topline Summary, which will include the aggregate percentage responses for each question asked in the survey. Consultant and City will meet to review the Topline Summary and discuss initial insights, recommendations, and particular analyses of interest to the City.

In a Final Report, Consultant will include a thorough question-by-question analysis of the survey findings, an executive summary of the key findings and recommendations, a detailed discussion of the methodology used to complete the study, a copy of the questionnaire, full-color graphics of the overall results and those of among specific subgroups (e.g., by partisanship, household party type, voting propensity, age, ethnicity, gender, etc.), and a complete set of crosstabulations for reference that display the results broken down by various subgroups of respondent. In addition, Consultant will provide benchmarking information for how the survey results compare to other similar measures that have been surveyed and gone to ballot.

B. Deliverable: Topline Summary, Final Reports, Cross-tabulations, and any other working documents if requested.

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

On or before the following date: February 25, 2022

On or before Business Days from

[Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Anna Szabo	Phone No.: 408-535-8100
Department: CMO	E-mail: anna.szabo@sanjoseca.gov
Address: 200 E. Santa Clara St., 17 th Floor	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

<u>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Timothy McLarney, PhD	Phone No.: (760) 632-9900		X	
Address: 1592 N. Coast Highway 101 Encinitas, CA 92024	E-mail: mclarney@tn- research.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Richard Sarles	Data Processing, Graphics		X	
2.				
3.				

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1. Dameon Travis (Dynata)	Data Collection
2.	
3.	

4. Reimbursable Expenses: If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
1-4	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$ 67,000
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of: \$ -	
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of: \$ -	
		Maximum Service Order Compensation (sum of Parts 1 through 3):	
		\$ 67,000	